

Plaintiff, Shipco Transport Inc. (Shipco), by and through its attorneys, brings this action civil and maritime in nature against Sea Marine Cargo; Masood Siddiqui and Hussein Shakeel, individuals doing business as Sea Marine Cargo (“Sea Marine”); and other defendants whose names are not yet ascertained; and for its complaint alleges the following upon information and belief.

### **JURISDICTIONAL ALLEGATIONS**

1. The Jurisdiction of this Court is founded on the admiralty or maritime character of the claim as more fully appears below. This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and the Ocean Shipping Reform Act of 1998, 46 U.S.C. App. Section 1701 *et seq.*

2. This Court also has civil and admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1331, 1332, and 1333.

### **VENUE**

3. Venue is proper in this Court as, upon information and belief, Sea Marine Cargo, at all times mentioned herein, was and is a company organized under the laws of New York with offices and place of business at 172 Madison Ave., Suite 205, New York, NY 10016; Masood Siddiqui, and Hussein Shakeel are individuals doing business as Sea Marine Cargo; and any defendants not yet ascertained, do or transact business in this district, and the services that are the subject matter of this action were contracted for in this jurisdiction.

4. Further, defendants and each of them, have their principal place of business and headquarters in the Borough of Manhattan, New York City in the jurisdiction of the United States District Court for the Southern District of New York.

### **THE PARTIES**

5. Plaintiff, Shipco Transport Inc., is a non-vessel-operating common carrier (NVOCC) licensed by the Federal Maritime Commission and is a corporation, incorporated in

the State of New Jersey with principal place of business at 80 Washington Street, Hoboken, New Jersey 07080.

6. Upon information and belief, Masood Siddiqui and Hussein Shakeel are individuals doing and doing business as Sea Marine Cargo, with offices at 172 Madison Avenue, Suite 205, New York, New York 10016., and 45 East 33d Street, Second Floor, New York, New York 10016.

7. Upon information and belief, defendant Sea Marine Cargo was and still is a company organized and existing under the laws of the State of New York with offices and a place of business at 172 Madison Avenue, Suite 205, New York, New York 10016.

#### **FACTS**

8. From on or about December 20, 2005 through and including January 4, 2007, Sea Marine Cargo by and through its principal, defendant Masood Siddiqui, requested Shipco to arrange and provide ocean transportation by ship, and other related services for transportation in containers of personal effects, furniture, household goods, and motor vehicles from the port of New York to Port Au Prince, Haiti, Tema, Ghana; and Lome, in Togo, among others.

9. Sea Marine Cargo and its owners and principals shipped as the named shipper 10 different cargoes in shipments with common carriers provided by Shipco Transport during the above stated period in order to carry out the shipments described above in this complaint. Copies of the bills of lading and invoices pertaining to each of these shipments are attached to this complaint and incorporated by reference herein as Exhibits 1 and 2 respectively.

10. Plaintiff, Shipco Transport Inc., billed Sea Marine Cargo on numerous occasions from on or about December 20, 2005 through and including the date of filing this complaint on or about April 11, 2008. A copy of the complete account sent on or about

February 25, 2008, to Sea Marine Cargo is attached hereto as Exhibit 3. Sea Marine Cargo has received these accountings but has sent no written objection to them. And the accounts have not been paid to date.

### **ALLEGATIONS**

#### **COUNT I: BREACH OF CONTRACT**

11. Shipco Transport Inc. incorporates the allegations in Paragraph 1 through 10 above as if fully set forth herein.

12. Shipco Transport Inc. and Defendants entered into contracts of carriage as evidenced by the relevant bills of lading attached to this complaint as Exhibit 1.

13. Shipco has duly performed all obligations, conditions, and promises pursuant to the contracts of carriage between Defendants and Shipco.

14. Under the contracts of carriage, Defendants, and each of them, were obligated to pay Shipco Transport Inc. the ocean freight charges, demurrage, and all related fees and service charges for the transportation services provided to Defendants by Shipco

15. However, Defendants breached the contracts between Defendants and Shipco by failing to pay Shipco the service charges, fees, and all other charges imposed by the NVOCC, Shipco Transport Inc.

16. As a proximate result of the failure of Defendants, and each of them, to pay Shipco the ocean freight charges, service charges, fees, and all other chargees in the total amount of \$26,725.22, Shipco suffered damages in the amount of \$26,725.22.

17. In direct relation to the contracts described herein, Defendants signed a credit agreement and general lien agreement with Shipco Transport Inc., a copy of which is attached hereto as Exhibit 4, dated on or about May 17, 2006. This agreement provided that attorneys



fees, charges and expenses related to the above described services will be paid by Sea Marine Cargo by and through its principal, Masood Siddiqui.

**COUNT II: INDEMNIFICATION AND CONTRIBUTION**

18. Shipco Transport Inc. incorporates the allegations in Paragraph 1 through 17 above as if fully set forth herein.

19. Shipco entered into contracts of carriage with ocean, and insurance carriers for the benefit of Defendants.

20. Pursuant to the contacts of carriage, Shipco Transport Inc. advanced payments to ocean, and insurance carriers on behalf of Defendants for the transportation of Defendants' shipments.

21. Defendants, and each of them, were aware of their obligation to pay Shipco the ocean freight and service charges Shipco advanced to the carriers and insurers on behalf of Defendants.

22. However, Defendants breached their duty by failing to pay Shipco the required service charges, fees, and charges, and continues to refuse to pay Shipco for those charges, even after repeated demands from Shipco.

23. As a result, Shipco suffered damages proximately resulting from the breach of contract of defendants, and each of them, in the amount of \$26,725.22. Sea Marine Cargo and its Defendant owners, are fully liable to Shipco for the loss or damage suffered by Plaintiff.

**COUNT III: ACCOUNT STATED**

24. Shipco Transport Inc. incorporates by reference the allegations in Paragraph 1 through 23 above as if fully set forth herein.

25. On or about December 20, 2005 through and including and continuing to the date of filing this complaint in April 2008, plaintiff, Shipco Transport Inc. sent to Sea Marine Cargo copies of the account attached hereto as Exhibit 3. The accounts were mailed to the attention of Mr. (Husseini) Shakeel, Manager, Sea Marine Cargo, 172 Madison Ave., Suite 205, New York, NY 10016.

26. Upon receiving plaintiff's accounts during the period described above, Sea Marine and defendants made minimal payments, and the entire balance of \$26,725.22 remained unpaid and is currently unpaid.

27. The balance of payment due from Sea Marine Cargo and all defendants in this action was allowed to remain an inordinate, unreasonable period of time without payment. During the period from to December 20, 2005, through and including January 4, 2007, and extending to the date of filing this complaint.

28. On the basis of defendants' nonpayment of plaintiff's accounts for an excessive and unreasonable period of time, defendants, and each of them, are legally responsible and liable for an account stated in accordance with the attached statement of account in the full amount outstanding of \$26,725.22.

#### **COUNT IV: QUANTUM MERUIT AND UNJUST ENRICHMENT**

29. Shipco Transport Inc. incorporates by reference the allegations in paragraph 1 through 28 above as if fully set forth herein.

30. Shipco conferred a benefit upon Sea Marine Cargo and Defendants, and each of them, in good faith by providing transportation services and releasing the shipments without Defendants' payment of the charges for these services.

31. Defendants induced Shipco and accepted the benefit of Shipco's services by receiving the shipments without paying Shipco Transport Inc. the applicable fees and service charges.

32. Shipco Transport Inc., an NVOCC, as a carrier of Sea Marine Cargo and Defendants, expected compensation and reimbursement for the services provided to Defendants for the relevant shipments.

33. Defendants have failed and continued to refuse to pay the outstanding charges to Shipco in the amount of \$26,725.22, although duly demanded.

34. Defendants have been unjustly enriched in that they did not pay for the services provided to Defendants by Shipco Transport Inc.

#### **DAMAGES**

35. By reason of the foregoing, Shipco Transport Inc. has sustained damages proximately resulting from the conduct of Sea Marine Cargo and the other defendants, and each of them, and the facts stated in this complaint and constituting each of the causes of action herein in the amount of \$26,725.22 together with attorneys fees, expenses, and court costs according to proof.

**WHEREFORE**, Plaintiff respectfully prays that with respect to each of foregoing the causes of action, I, II, III and IV stated herein against Defendant Sea Marine Cargo and all other named defendants:

(a) that the Court award a judgment in the amount of \$26,725.22 in favor of the Plaintiff and against Defendants, jointly and severally;

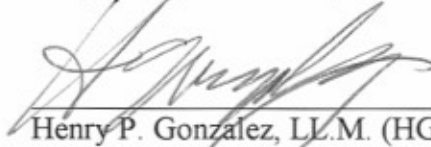
(b) that the Court award Plaintiff reasonable attorneys' fees, court costs, and reasonable expenses incurred in connection with this action; and

(c) that the Court award such other and further relief this Court deems just, proper, and appropriate in this case.

Dated: April 9, 2008

Respectfully submitted,

By:



Henry P. Gonzalez, LL.M. (HG 9238)

**RODRIGUEZ O'DONNELL**

**GONZALEZ & WILLIAMS, P.C.**

1211 Connecticut Ave., N.W., Suite 800

Washington, D.C. 20036

(202) 973-2980 Telephone

(202) 293-3307 Facsimile

Attorneys for Plaintiff, Shipco Transport Inc.





## SHIPCO TRANSPORT

## BILL OF LADING

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) <b>SEA MARINE CARGO 4249 COLDEN STREET ROOM 12-J FLUSHING NY 11355</b>		BOOKING NO. <b>1456269</b>	BILL OF LADING NO. <b>TEM1005P3301</b>
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) <b>SAMUEL SASU H/NO.KT36 KOTOBABI ROAD ACCRA - GHANA T:011-233243184243/011-23321232166</b>		EXPORT REFERENCES <b>408SMC MSC BKG# NYC254533</b>	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) <b>SAME AS CONSIGNEE</b>		FOR DELIVERY PLEASE APPLY TO <b>***NO DESTINATION AGENT FOR FCL*** ***CONSIGN DIRECTLY TO CONSIGNEE OR USE CARRIER'S AGENT*** PH: FX:</b>	
PRE-CARRIER BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSHIPMENT PORT	
EXPORT CARRIER (VESSEL/VOY/FLAG) <b>MSC BOSTON V.86R</b>	PORT OF LOADING <b>NEW YORK</b>	LOADING PIER/TERMINAL <b>CY / CY</b>	<b>105P33</b>
PORT OF DISCHARGE <b>TEMA</b>	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS <b>3/THREE</b>	

## PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		<b>FREIGHT PREPAID DDC/CSC COLLECT SHIPPER'S LOAD, STOW, COUNT AND SEAL FREIGHT PREPAID</b>		
<b>MSCU7160590</b>				
<b>NON-NEGOTIABLE</b>				
<b>PAGE 2 OF 2</b>				
<b>TOTAL: 18,000.000LB .000CF</b>				
<b>8,164.800KG .000CM</b>				

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

FREIGHT & CHARGES		BASIS	RATE	PREPAID	COLLECT
OCEAN FREIGHT		PC	USD 4327.00	4,327.00	
				TOTAL	TOTAL
				4,327.00	

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

In WITNESS whereof three (3) original bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange. Signed on behalf of the Carrier.

DATED AT **NEW YORK** ON **OCT 08, 2005**  
SHIPCO TRANSPORT INC. AS CARRIER

BY \_\_\_\_\_



## SHIPCO TRANSPORT

## BILL OF LADING

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) <b>SEA MARINE CARGO 4249 COLDEN STREET ROOM 12-J FLUSHING NY 11355</b>		BOOKING NO <b>1463510</b>	BILL OF LADING NO <b>PAP1105P0301</b>
		EXPORT REFERENCES <b>488SMC</b>	
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) <b>JUAN URENA PORT AU-PRINCE HAITI TEL: (809) 697-6000</b>		FORWARDING AGENT, F.M.C. NO	
		POINT AND COUNTRY OF ORIGIN OF GOODS <b>UNITED STATES</b>	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) <b>SAME AS CONSIGNEE</b>		FOR DELIVERY PLEASE APPLY TO <b>EMARCOLD SA STREET: 3, BAS DE DELMAS ZIP CODE: HT 6110 PO BOX 603, PORT AU PRINCE, HAITI PHONE: 509-298 3431</b>	
PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSHIPMENT PORT	
	<b>ADAMS, MA</b>		
EXPORT CARRIER (VESSEL/VOY/FLAG) <b>NORASIA RIGEL 535</b>	PORT OF LOADING <b>NEW YORK</b>	LOADING PIER/TERMINAL <b>DOOR/CY 115P03</b>	
PORT OF DISCHARGE <b>PORT AU PRINCE, HAITI</b>	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS <b>3/THREE</b>	

## PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER NO. INKU2651739 SEAL NO. 0025068	1	X40'HC LSAC:401 CARTONS KAY BEE TOYS  IN TRANSIT TO DOMINICAN REPUBLIC RISK & RESPONSIBILITY OF THE FINAL CONSIGNEE.  AES#113439039 488SMC FREIGHT PREPAID SHIPPER'S LOAD, STOW, COUNT AND SEAL FREIGHT PREPAID	8,000.000LB 3,628.800KG	CF .000CM
NON-NEGOTIABLE				
INKU2651739			TOTAL: 8,000.000LB 3,628.800KG	.000CF .000CM

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations, (Division contrary to U.S. law prohibited)

SHIPPER'S DECLARED VALUE \$  
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 6(4)(B) - (C) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
OCEAN FREIGHT	PC	USD 3200.00	3,200.00	
TOTAL			3,200.00	TOTAL

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

In WITNESS whereof three (3) original bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void if required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange signed on behalf of the Carrier.

DATED NEW YORK ON OCT 31, 2005  
SHIPCO TRANSPORT INC. AS CARRIER

BY \_\_\_\_\_



## SHIPCO TRANSPORT

## BILL OF LADING

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) <b>SEA MARINE CARGO 45E 33RD STREET 2FLOOR NEW YORK NY 10016 TEL:212-684-7257 FAX:646-285-0065</b>		BOOKING NO. <b>1488631</b>	BILL OF LADING NO. <b>TEM1488631</b>
		EXPORT REFERENCES <b>871SMC</b>	
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) <b>TRANSGLOBAL SHIPPING LTD 124 COMMERCIA REA TEMA MAIN HABO GHANA</b>		FORWARDING AGENT, F.M.C. NO.	
		POINT AND COUNTRY OF ORIGIN OF GOODS <b>UNITED STATES</b>	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) <b>SAME AS CONSIGNEE</b>		FOR DELIVERY PLEASE APPLY TO <b>PH: FX:</b>	
PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSHIPMENT PORT	
EXPORT CARRIER (VESSEL/VOY/FLAG) <b>MSC CHINA 338R</b>	PORT OF LOADING <b>NEW YORK</b>	LOADING PIER/TERMINAL <b>CY / CY</b>	<b>603064285</b>
PORT OF DISCHARGE <b>TEMA</b>	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS <b>3/THREE</b>	

## PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		DDC/CSC COLLECT SHIPPER'S LOAD, STOW, COUNT AND SEAL FREIGHT PREPAID		

MSCU8658247

NON-NEGOTIABLE

PAGE 2 OF 2

TOTAL:18,000.000LB

8,164.800KG

.000CF

.000CM

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

SHIPPER'S DECLARED VALUE \$

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 6(4)(B) + (C) OF THIS B/L.

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
OCEAN FREIGHT	PC	USD 3526.00	3,526.00	
			open balance 2,010 -	
			TOTAL 3,526.00	TOTAL

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

IN WITNESS whereof three (3) original bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void if acquired by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange signed on behalf of the Carrier.

DATED NEW YORK ON MAR 30, 2006  
SHIPCO TRANSPORT INC. AS CARRIER

BY \_\_\_\_\_



## BILL OF LADING

PARTICULARS FURNISHED BY SHIPPER

NON-NEGOTIABLE  
PAGE 1 OF 2

MSCU8658247

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition herein otherwise stated, to be transported to such place as agreed, authorized and permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

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CAI ED  
AT \_\_\_\_\_

EV





## BILL OF LADING

PARTICULARS FURNISHED BY SHIPPER

MSCU8854548/15408283

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

SHIPPER'S DECLARED VALUE \$  
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 5 (4) (B) + (C) OF THIS B/L

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

IN WITNESS whereof three (3) original bills of Lading have been signed if not otherwise stated above; the same being accomplished the other(s), if any, to be void if required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange Signed on behalf of the Carrier

DATED

A: \_\_\_\_\_ On: \_\_\_\_\_

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## SHIPCO TRANSPORT

## BILL OF LADING

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) <b>SEA MARINE CARGO 45 EAST 33RD STREET NEW YORK NY 10016</b>		BOOKING NO. <b>1488133</b>	BILL OF LADING NO. <b>TEM1488133</b>
		EXPORT REFERENCES <b>0866 SMC</b>	
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) <b>HARLES AKUAMOAH BOATENG P O BOX 1589 ACCRA - NORTH GHANA, WEST AFRICA</b>		FORWARDING AGENT, F.M.C. NO.	
		POINT AND COUNTRY OF ORIGIN OF GOODS <b>USA</b>	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) <b>SAME AS ABOVE</b>		FOR DELIVERY PLEASE APPLY TO <b>PH: FX:</b>	
PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSSHIPMENT PORT	
EXPORT CARRIER (VESSEL/VOY/FLAG) <b>MSC CHINA 338R</b>	PORT OF LOADING <b>NEW YORK</b>	LOADING PIER/TERMINAL <b>CY / CY</b>	<b>604064127</b>
PORT OF DISCHARGE <b>TEMA</b>	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS <b>3/THREE</b>	

## PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		<b>FREIGHT PREPAID</b>		

NON-NEGOTIABLE  
PAGE 2 OF 2

AMZU8377313/2966938

TOTAL: 17,400.000LB .000CF  
7,892.640KG .000CM

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

SHIPPER'S DECLARED VALUE \$  
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 646 (B) + (C) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
OCEAN FREIGHT	PC	USD 3526.00	3,526.00	
LATE DOC FEE	LS	USD 250.00	250.00	
			<i>open balance 1,985.00</i>	
			TOTAL 3,776.00	TOTAL

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

In WITNESS whereof three (3) original bills of Lading have been signed if not otherwise stated above, the same being accomplished (for other(s), if any, to be void if received by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange Signed on behalf of the Carrier.

DATED NEW YORK ON MAR 30, 2006  
SHIPCO TRANSPORT INC. AS CARRIER

BY \_\_\_\_\_







## BILL OF LADING

PARTICULARS FURNISHED BY SHIPPER

MSCU8450823/2950790

NON-NEGOTIABLE  
PAGE 2 OF 2

TOTAL:18,000.000LB .000CF  
8,164.800KG .000CM

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

DONOR'S DECLARED VALUE \$

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 6 (4) (B) + (C) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
OCEAN FREIGHT	PC	USD 3450.00	3,450.00	
			open Balance \$1,357.2	
			TOTAL 3,450.00	TOTAL

RECEIVED by the Carrier the Goods as specified above is apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

In WITNESS whereof three (3) original bills of Lading have been signed if not otherwise stated above, the same being accomplished the others), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange signed on behalf of the Carrier.

DATE NEW YORK ON MAR 20, 2006  
AT SHIPCO TRANSPORT INC. AS CARRIER

DATE: NEW YORK ON MAR 20, 2006

SHIPCO TRANSPORT INC. AS CARRIER

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## BILL OF LADING

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)		BOOKING NO	BILL OF LADING NO
SEA MARINE CARGO 45E 33RD STREET 2ND FLOOR NEW YORK 10016 T:212-684-7257 F:646-285-0065		1474676	LOM1474676
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)		EXPORT REFERENCES	
ABOULAYE SEDOU 13 JANVIER BLVD LOME, TOGO TEL:228 9078509		657SMC	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS)		FORWARDING AGENT, F.M.C. NO	
SAME AS ABOVE			
		POINT AND COUNTRY OF ORIGIN OF GOODS	
		UNITED STATES	
		FOR DELIVERY PLEASE APPLY TO	
		***NO DESTINATION AGENT FOR FCL***	
		***CONSIGN DIRECTLY TO CONSIGNEE OR	
		USE CARRIER'S AGENT***	
		PH: FX:	
PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSHIPMENT PORT	
EXPORT CARRIER (VESSEL/VOY/PLAG)	PORT OF LOADING	LOADING PIER/TERMINAL	
MSC INSA 91R	NEW YORK	CY / CY	601064026
PORT OF DISCHARGE	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS	
LOME		3/THREE	

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER NO. MSCU8450823 SEAL NO. 2950790	1	X40'HC SLAC:4 AUTOS 1X1998 MERCEDES BENZ VIN#4JGAB54E7WA003854 1X1999 CHRYSLER VIN#2C3HE66G2XH589008 1X1995 NISSAN ALTIMA VIN#1N4BU31D3SC171655 1X1994 HONDA CIVIC VIN#1HGEG8552RL011048  NO SED REQD VALUE LESS THAN\$2500	18,000.00LB 8,164.800KG	CF .000CM
DDC/CSC COLLECT				
SHIPPER'S LOAD, MONITOR, COUNT AND SEAL				
PAGE 1 OF 2				

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

SHIPPER'S DECLARED VALUE \$  
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 6 (4) (I) + (C) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
<small>RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or required by the Shipper.</small>			TOTAL	TOTAL

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the GOODS are shown to the Carrier.

IN WITNESS whereof three (3) Original Bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void if required by the Carrier one (1) Original Bill of Lading must be surrendered duly endorsed in exchange Signed on behalf of the Carrier

DATED \_\_\_\_\_  
AT \_\_\_\_\_ ON \_\_\_\_\_  
By \_\_\_\_\_

## BILL OF LADING

PARTICULARS FURNISHED BY SHIPPER

MSCU8036182/2951837

NON-NEGOTIABLE  
PAGE 2 OF 2

TOTAL:18,000.000LB .000CF  
8,164.800KG .000CM

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

SHIPPER'S DECLARED VALUE \$

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 6 (4) (B) + (C) OF THIS BA.

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
OCEAN FREIGHT	PC	USD 3526.00	3,526.00	
RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or			TOTAL 3,526.00	TOTAL

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local provisions and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

IN WITNESS WHEREOF three (3) original bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s) if any, to be void if required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange signed on behalf of the Carrier.

DATED NEW YORK ON APR 22, 2006  
 SHIPCO TRANSPORT INC. AS CARRIER

EV



## BILL OF LADING

BILL OF LADING NO.

TEM1497122

963SMC

FORWARDING AGENT, F.M.C. NO.

POINT AND COUNTRY OF ORIGIN OF GOODS  
UNITED STATES

FOR DELIVERY PLEASE APPLY TO

PH:      FX:

TRANSHIPMENT PORT

LOADING PIER/TERMINAL

CY / CY

604064263

NUMBER OF ORIGINALS

3 / THREE

MSCU8036182/2951837

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

SHIPPER'S DECLARED VALUE \$

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 5(4) (B) + (C) OF THIS BL.

### FREIGHT & CHARGES

BASS

**RATE**

PREPAID

COLLECT

---

TOTAL

TOTAL

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

In WITNESS whereof three (3) original bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void if requested by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange. Signed on behalf of the Carrier.

DATED

AT

CIV

94



## BILL OF LADING

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)		BOOKING NO	BILL OF LADING NO
SEA MARINE CARGO 45 EAST 33RD STREET NEW YORK NY 10016		1496478	TEM1496478
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) FINE CITY CO LTD 10 MERIDIAN ST, VICSABA HOUSE SUITE 203, TEMA - GHANA CTC - SELINA ANSAH TEL - 0244 653732		EXPORT REFERENCES MSCU BKG# NYC291418	
		FORWARDING AGENT, F.M.C. NO	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) STEPHEN MUZIGO, KINGSLEY BOAFO NANA ASIEDU BOAFO, SAM ABROKWA, THOMAS OHENE ASAH, ARTHURE AMPOFO, OTIBO		POINT AND COUNTRY OF ORIGIN OF GOODS USA	
		FOR DELIVERY PLEASE APPLY TO PH: FX:	
PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSHIPMENT PORT	
EXPORT CARRIER (VESSEL/VOY/FLAG) MSC ELENA 14R	PORT OF LOADING NEW YORK	LOADING PIER/TERMINAL CY / CY	604064211
PORT OF DISCHARGE TEMA	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS 3/THREE	

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		NO SED RRD VALUE LESS THAN \$ 2500  DDC/CSC COLLECT SHIPPER'S LOAD, STOW, COUNT AND SEAL FREIGHT PREPAID  NON-NEGOTIABLE		

TOTAL: 18,000.000LB .000CF  
8,164.800KG .000CM

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

SHIPPER'S DECLARED VALUE \$  
 (SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 6 (4) (B) + (C) OF THIS B/L)

FREIGHT & CHARGES		EASIS	RATE	PREPAID	COLLECT
OCEAN FREIGHT		PC	USD 3526.00	3,526.00	
RECEIVED by the Carrier as Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized to				TOTAL 3,526.00	TOTAL

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized to permit herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

IN WITNESS whereof three (3) original bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any to be void if required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange Signed on behalf of the Carrier

DATED NEW YORK ON APR 22, 2006  
 SHIPCO TRANSPORT INC. AS CARRIER

BY

## BILL OF LADING

PARTICULARS FURNISHED BY SHIPPER

MSCU8603178

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

SHIPPER'S DECLARED VALUE \$

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 6 (4) (B) + (C) OF THIS B/L

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents, and value of the Goods are unknown to the Carrier.

IN WITNESS whereof three (3) original Bits of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void, if required by the Carrier one (1) original Bit of Lading must be surrendered duly endorsed in exchange Signed on behalf of the Carrier

DATE \_\_\_\_\_ AT \_\_\_\_\_ ON \_\_\_\_\_

By \_\_\_\_\_

## Exhibit 2

**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 1456269

Customer Code: SEA MA

Date: 20-DEC-05

Our Ref: 105P33

Invoice No: 16564H

MSC BOSTON V.86R NYC/TEM ETS: 08-OCT-05  
Re: MSCU7160590  
B/L: TEM1005P3301

DEMURRAGE (AT ANTWERP DUE TO NON AVAILABILITY OF IDF)	\$946.00
EXTRA CUSTOM DOUCMENTATION	\$54.00
STORAGE FEE (AT ANTWERP DUE TO NON AVAILABILITY OF IDF)	\$982.00

THIS DOCUMENT WAS PREPARED BY: ANITA KAUL

TOTAL AMOUNT \$1,982.00

TO YOUR DEBIT

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.  
P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

## FOR WIRE TRANSFERS, PLEASE USE:

BANK OF NEW YORK  
NEW YORK, NY  
ABA# (ROUTING#): 021000018  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

## FOR SWIFT MESSAGES, PLEASE USE:

BANK OF NEW YORK  
NEW YORK, NY  
SWIFT CODE: IRVTUS3N  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

## FOR ACH PAYMENTS, PLEASE USE:

PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253



**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 488SMC

Customer Code: SEA MA

Date: 28-DEC-05

Our Ref: 115P03

Invoice No: 18487H

Re:

OCEAN FREIGHT

\$3,200.00

THIS DOCUMENT WAS PREPARED BY: KASPER JOHANSEN

TOTAL AMOUNT \$3,200.00

TO YOUR DEBIT

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.  
P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

**FOR WIRE TRANSFERS, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
ABA# (ROUTING#): 021000018  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR SWIFT MESSAGES, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
SWIFT CODE: IRVTUS3N  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR ACH PAYMENTS, PLEASE USE:**

PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253

**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 871SMC

Customer Code: SEA MA

Date: 12-APR-06

Our Ref: 603064285

Invoice No: 48640H

Re:

OCEAN FREIGHT

\$3,526.00

THIS DOCUMENT WAS PREPARED BY: ANITA KAUL

**TOTAL AMOUNT** \$3,526.00**TO YOUR DEBIT**

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.  
P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

**FOR WIRE TRANSFERS, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
ABA# (ROUTING#): 021000018  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR SWIFT MESSAGES, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
SWIFT CODE: IRVTUS3N  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR ACH PAYMENTS, PLEASE USE:**

PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253

**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 963SMC

Customer Code: SEA MA

Date: 27-APR-06

Our Ref: 604064263

Invoice No: 52942H

Re:

OCEAN FREIGHT

\$3,526.00

THIS DOCUMENT WAS PREPARED BY: ANITA KAUL

TOTAL AMOUNT \$3,526.00

TO YOUR DEBIT

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.  
P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

**FOR WIRE TRANSFERS, PLEASE USE:**

BANK OF NEW YORK  
NEW YORK, NY  
ABA# (ROUTING#): 02100018  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR SWIFT MESSAGES, PLEASE USE:**

BANK OF NEW YORK  
NEW YORK, NY  
SWIFT CODE: IRVTUS3N  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR ACH PAYMENTS, PLEASE USE:**

PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253



**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 1004SMC

Customer Code: SEA MA

Date: 27-APR-06

Our Ref: 604064211

Invoice No: 52943H

Re:

OCEAN FREIGHT

\$3,526.00

THIS DOCUMENT WAS PREPARED BY: ANITA KAUL

TOTAL AMOUNT \$3,526.00

TO YOUR DEBIT

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.  
P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

FOR WIRE TRANSFERS, PLEASE USE:  
BANK OF NEW YORK,  
NEW YORK, NY  
ABA# (ROUTING#): 021000018  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

FOR SWIFT MESSAGES, PLEASE USE:  
BANK OF NEW YORK,  
NEW YORK, NY  
SWIFT CODE: IRVTUS3N  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

FOR ACH PAYMENTS, PLEASE USE:  
PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253

**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 0866 SMC

Customer Code: SEA MA

Date: 25-APR-06

Our Ref: 604064127

Invoice No: 52134H

Re:

OCEAN FREIGHT  
DOCUMENTATION

\$3,526.00  
\$250.00

THIS DOCUMENT WAS PREPARED BY: ANITA KAUL

**TOTAL AMOUNT** **\$3,776.00**

**TO YOUR DEBIT**

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.  
P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

**FOR WIRE TRANSFERS, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
ABA# (ROUTING#): 021000018  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR SWIFT MESSAGES, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
SWIFT CODE: IRVTUS3N  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR ACH PAYMENTS, PLEASE USE:**

PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253

**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 657SMC

Customer Code: SEA MA

Date: 25-APR-06

Our Ref: 601064026

Invoice No: 52150H

Re:

OCEAN FREIGHT

\$3,450.00

THIS DOCUMENT WAS PREPARED BY: ANITA KAUL

TOTAL AMOUNT

\$3,450.00

TO YOUR DEBIT

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.  
P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

FOR WIRE TRANSFERS, PLEASE USE:  
BANK OF NEW YORK  
NEW YORK, NY  
ABA# (ROUTING#): 021000018  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

FOR SWIFT MESSAGES, PLEASE USE:  
BANK OF NEW YORK  
NEW YORK, NY  
SWIFT CODE: IRVTUS3N  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

FOR ACH PAYMENTS, PLEASE USE:  
PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253



**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 0838SMC

Customer Code: SEA MA

Date: 27-APR-06

Our Ref: 603064262

Invoice No: 52941H

Re:

OCEAN FREIGHT

\$4,785.00

THIS DOCUMENT WAS PREPARED BY: ANITA KAUL

**TOTAL AMOUNT** **\$4,785.00**

**TO YOUR DEBIT**

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.  
P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

**FOR WIRE TRANSFERS, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
ABA# (ROUTING#): 02100018  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR SWIFT MESSAGES, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
SWIFT CODE: IRVTUS3N  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR ACH PAYMENTS, PLEASE USE:**

PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253

**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 01007SMC

Customer Code: SEA MA

Date: 11-MAY-06

Our Ref: 605064063

Invoice No: 57373H

Re:

OCEAN FREIGHT  
GENERAL RATE INC

\$3,526.00  
\$200.00

THIS DOCUMENT WAS PREPARED BY: ANITA KAUL

**TOTAL AMOUNT** **\$3,726.00**

**TO YOUR DEBIT**

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.

P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

**FOR WIRE TRANSFERS, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
ABA# (ROUTING#): 021000018

FAVOR OF:

BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR SWIFT MESSAGES, PLEASE USE:**

BANK OF NEW YORK,  
NEW YORK, NY  
SWIFT CODE: IRTVUS3N

FAVOR OF:

BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

**FOR ACH PAYMENTS, PLEASE USE:**

PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096

FAVOR OF:

BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253

**Shipco Transport Inc.**

80 Washington Street  
Hoboken, NJ 07030  
U.S.A.

Telephone : +1 201 216 1500  
Telefax : +1 201 216 0090  
E-mail : corp@shipco.com  
Website : www.shipco.com

**INVOICE**

SEA MARINE CARGO  
172 MADISON AVE, SUITE 205  
NEW YORK NY 10016

Your Ref: 1008SMC

Customer Code: SEA MA

Date: 11-MAY-06

Our Ref: 604064350

Invoice No: 57382H

Re:

OCEAN FREIGHT  
DOCUMENTATION

\$3,526.00  
\$250.00

THIS DOCUMENT WAS PREPARED BY: ANITA KAUL

TOTAL AMOUNT \$3,776.00

TO YOUR DEBIT

PAYMENT TERMS: CASH OR NET 10 DAYS FROM DATE OF INVOICE

PLEASE MAKE PAYMENT TO: SHIPCO TRANSPORT INC.  
P.O. BOX 1411, HOBOKEN, NJ 07030  
TEL: +1 201 216 1500 FAX: +1 201 216 0090

## FOR WIRE TRANSFERS, PLEASE USE:

BANK OF NEW YORK,  
NEW YORK, NY  
ABA# (ROUTING#): 021000018  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

## FOR SWIFT MESSAGES, PLEASE USE:

BANK OF NEW YORK,  
NEW YORK, NY  
SWIFT CODE: IRVTUS3N  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
SWIFT CODE: ESSEUS33  
ACCOUNT#: 00004044  
BANK: SKANDINAVISKE  
ENSKILDA BANKEN  
NEW YORK, NY

## FOR ACH PAYMENTS, PLEASE USE:

PNC BANK N.A.  
PITTSBURGH, PA  
ABA# (ROUTING#): 043000096  
FAVOR OF:  
BENEFICIARY: SHIPCO TRANSPORT INC.  
ACCOUNT#: 1021520253



## Exhibit 3

AR410

Shipco Transport Inc.

A/R AGING REPORT - DETAIL (GRP BY APPLYTO)

(CO: 01 ) (S/L: \*\* ) (OFFICE: 0000 - ZZZZ ) (A/O DATE: 08-APR-2008 ) (GL/INV: I )  
 (STMT: 0000 - ZZZZ ) (CUST CODE: SEA MARINE - SEA MARINE ) (CUST NAME: 0 - ZZZZZZZZZZZZ )  
 (SORT: N ) (FULL/OVER: F ) (DAYS OVER: 0 ) (NOTES: N ) (AMT RANGE: ALL - ALL )

PAGE: 1

DATE: 08-APR-2008

TIME: 14:42:03

BY: CORPLU

Stmt	Account	Name	Telephone	Contact							
Invoice #	Apply To	SR TP BL #	Offc	Customer Ref #	Inv Date	0-30	31-60	61-90	90+	Total	Orig Amt
10	PAYOR: SEA MARINE	SEA MARINE CARGO		1-646-285-0896	SHAKEEL						
16564H	16564H	CD IN TEM1005P3301	NYC	1456269	20-DEC-2005				1,982.00	1,982.00	1,982.00
18487H	18487H	EX IN PAP1105P0301	NYC	488SMC	28-DEC-2005				3,200.00	3,200.00	3,200.00
48640H	48640H	EX IN TEM1488631	NYC	871SMC	12-APR-2006				2,010.00	2,010.00	3,526.00
52134H	52134H	EX IN TEM1488133	NYC	0866 SMC	25-APR-2006				1,985.00	1,985.00	3,776.00
52150H	52150H	EX IN LCM1474676	NYC	657SMC	25-APR-2006				1,357.22	1,357.22	3,450.00
52941H	52941H	EX IN TEM1486704	NYC	0838SMC	27-APR-2006				2,985.00	2,985.00	4,765.00
52942H	52942H	EX IN TEM1497122	NYC	963SMC	27-APR-2006				3,526.00	3,526.00	3,526.00
52943H	52943H	EX IN TEM1496478	NYC	1004SMC	27-APR-2006				3,526.00	3,526.00	3,526.00
57373H	57373H	EX IN TEM1496717	NYC	01007SMC	11-MAY-2006				3,726.00	3,726.00	3,726.00
57382H	57382H	EX IN TEM1496737	NYC	1008SMC	11-MAY-2006				3,776.00	3,776.00	3,776.00
CKWT010407	SEA MARINE	CA PA	NYC		04-JAN-2007				<1,348.00>	<1,348.00>	<1,348.00>
						.00	.00	.00	26,725.22	26,725.22	
10	TOTAL					.00	.00	.00	26,725.22	26,725.22	
	GRAND TOTAL					.00	.00	.00	26,725.22	26,725.22	

## Exhibit 4



05/17/2006 13:24 6466198888

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PAGE 01/01

Code:  
SEA MARINE

## SHIPCO TRANSPORT INC.

## CREDIT AGREEMENT



Name: SEA MARINE CARGO DBA: \_\_\_\_\_  
 Address: 45 EAST 33RD ST Fed ID. # (TIN) 113733829  
 City: NY State: NYC Zip: 10016  
 Telephone: 646 285 0896 Telefax: 646 619 0888  
 E-Mail: seamcargos@aol.com Web site: www.seamarinecargo.com

## NAME OF OFFICERS / PARTNERS / PRINCIPALS (Including titles)

1. MASOOD SIDDIQUI  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_

Type of Business: FREIGHT FORWARDING Years in Business: 15

Estimated Annual Sales: \_\_\_\_\_ Credit Limit Requested: \_\_\_\_\_

FMC Bond No: \_\_\_\_\_ Surety Company: \_\_\_\_\_

## BANK REFERENCE

Bank: COMMERCE Account No: 717735511  
 Address: 475 PARK AVENUE SOUTH  
 City: NY State: NYC Zip: 10016  
 Telephone: 212 634 2920 Account Officer: JOSHUA

## TRADE REFERENCES

1. Name: GLOBAL SHIPPING Address: TAMPA  
 Phone: 813 871 2911 Fax: 813 877 2324 Acct # \_\_\_\_\_  
 2. Name: DCL Address: NEW JERSEY  
 Phone: \_\_\_\_\_ Fax: 310 847 3173 Acct # \_\_\_\_\_  
 3. Name: KARA WEST Address: NYC  
 Phone: \_\_\_\_\_ Fax: 718 401 7625 Acct # \_\_\_\_\_

**General Lien Agreement:** Shipco Transport shall have a general lien on any and all property, wherever located, for all claims for freight and related charges, expenses, advances, interest for accounts outstanding at 6% per annum, and attorneys fees incurred, and for other charges as further defined in Shipco Transport's ocean carrier tariff, its ocean bill of lading, its air waybill, or for any other pertinent charges, incurred by Shipco Transport, in connection with any shipments, including past shipments, of the undersigned company.

The undersigned Company further agrees that it shall be jointly and severally liable for all charges described above for any amount of credit extended by this Credit Agreement and General Lien Agreement, and Shipco Transport may recover, at its sole option, all charges described above directly from the undersigned Company without first seeking payment from any other person or company.

The above information is required in order to establish an open account with your firm, with the understanding that all charges will be paid within 30 days from date of invoice. Any information contained herein will be considered confidential by Shipco Transport.

5/17/06 YOA MANAGER  
 Date Authorized Signature Title

For Internal use only

CREDIT LIMIT APPROVED: \$ 0.00 (ZERO!)BY: Jacob Green DATE: 9/12/06